



Optimise Contact Cloud Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – The Optimise Contact Cloud Service

1 Service Summary

BT will provide you with the ability to record and monitor the performance, efficiency and interaction of Users with Contact Persons comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 ("**Optimise Contact Cloud Service**").

2 Standard Service Components

2.1 In order for BT to provide you with the Optimise Contact Cloud Service, you will choose at least one of the following standard service components ("**Standard Service Components**") in accordance with the details as set out in any applicable Order:

2.1.1 Voice Recording

- (a) BT will record calls made and/or received by specified Users over an associated IPT ("**Voice Recording**").
- (b) Voice Recording will:
 - (i) initiate recordings of calls as specified by you and hold the recordings on either a Shared Recorder or Dedicated Recorder for 30 days without back-up (see Paragraph 3.4 (Recording Storage) if recordings need to be stored for longer periods);
 - (ii) allow you to nominate certain Users to control the recording of calls with Contact Persons;
 - (iii) create and maintain an index of all recorded calls for the duration of the Optimise Contact Cloud Service;
 - (iv) allow your authorised Users to access your recordings managed by the Optimise Contact Cloud Service and, subject to the appropriate software being loaded on the Users computer, playback the recordings; and
 - (v) allow Administrators to control access to recordings.
- (c) You will ensure that the IPT has been configured to BT's specifications so that the IPT will send BT a live stream of call related data that can be used to create an index for the recordings.
- (d) If you are unable to configure the IPT to BT's specifications, then BT does not guarantee that it will be able to provide Voice Recording as described in this Paragraph 2.1.1.

2.1.2 Quality Monitoring

- (a) BT will provide you with access to applications, via a web portal, to:
 - (i) set criteria against which the recordings can be scored;
 - (ii) evaluate and tag recordings; and
 - (iii) generate reports summarising the evaluations ("**Quality Monitoring**").
- (b) Quality Monitoring includes Voice Recording.

2.1.3 Workforce Management

- (a) BT will provide you with access to applications, via a web portal, that will enable you to:
 - (i) forecast demand and create User work schedules;
 - (ii) track adherence to the User work schedules and your own service levels;
 - (iii) generate automated alerts;
 - (iv) produce reports on:
 - i. activity by either User or internal organisational units;
 - ii. adherence to pre-set targets, including summary or exception reports; and
 - iii. staffing, time assessments, activity costs and shift assignments ("**Workforce Management**").



- (b) You will ensure that the IPT has been configured to BT's specifications so that the IPT will send BT a live stream of User related data to enable comparison of the User's actual activities with their schedule.

2.1.4 Workforce Optimisation

- (a) Workforce Optimisation is an integrated bundle of Voice Recording, Quality Monitoring and Workforce Management ("**Workforce Optimisation**").
- (b) Workforce Optimisation provides you with a combined access and reporting capability allowing Voice Recording, Quality Management and Workforce Management to operate as a single application.

2.1.5 Speech Analytics

- (a) Subject to your stated requirements, BT will provide you with access to applications, via a web portal, to analyse Voice Recordings, managed by the Optimise Contact Cloud service, using a semantic index including:
 - (i) elements of speech recognition of spoken words and phrases;
 - (ii) analysis of topics discussed during calls;
 - (iii) analysis of the emotional nature of Users' speech;
 - (iv) assessing the amount and time points of speech used versus non-speech e.g. call hold times or periods of silence; and
 - (v) categorisation of calls into your required (pre-specified) categories such as repeat calls or complaint calls ("**Speech Analytics**").
- (b) Speech Analytics is supplied with a standard UK English language capability with the option, at an additional charge, to add further languages, dictionaries and dialects as well as the option to optimise the dictionaries for the type of contact expected e.g. to include industry specific vocabularies.
- (c) If requested as part of your initial Order for the Optimise Contact Cloud Service, and subject to buying the requisite professional services from BT, the following Speech Analytics functionality can also be accessed through the web portal:
 - (i) graphical representations of the types of calls your Users handle;
 - (ii) reports on trends, sales opportunities and Contact Person's perceptions of your business processes and services; and
 - (iii) periodic extracts of call recording transcriptions from Speech Analytics.
- (d) You may order the additional applications listed in Paragraph 2.1.5(c) during the Term for an additional Charge.
- (e) You will not use the Speech Analytics application to process any voice recording or data input generated by any environment other than the Optimise Contact Cloud Service, unless agreed in writing by BT.

2.1.6 Text Analytics

- (a) Subject to your stated requirements, BT will provide you with access to applications, via a web portal, that analyses text interactions between Users and Contact Persons, including survey comments, emails, social media interactions, agent notes and online reviews ("**Text Analytics**");
- (b) Text Analytics is supplied with a single standard UK English language capability with the option, at an additional charge, to add further languages, dictionaries and dialects as well as the option to optimise the dictionaries for the type of contact expected e.g. to include industry specific vocabularies.

2.1.7 Desktop Process Analytics

- (a) Subject to your stated requirements, BT will provide you with access to applications, via a web portal, to enable you to:
 - (i) monitor Users' desktop usage by tracking what applications are used, how they are used and for how long;
 - (ii) identify Users' idle and productive time and gather metrics on a User's handle time for each step and process during a Contact;
 - (iii) detect the use of specified applications and usage on a User's desktop to generate triggers that may be used to control whether a User can record a call or desktop activity;
 - (iv) tags Users' recorded interactions with relevant data like account number or other specified information;
 - (v) stop recording when the User is in a portion of the application that relates to sensitive or personal information;

- (vi) if the items at Paragraphs 2.1.7(a)(i) to 2.1.7(a)(iii) inclusive are ordered, access will also be provided to a graphical view of Users' application usage with reports which can be filtered by organisation, business function, team or individual ("**Data Process Analytics**").
- (b) Desktop Process Analytics is supplied for a single common UK English language capability, with the option, at an additional charge, to add further languages, dictionaries and dialects as well as the option to optimise the dictionaries for the type of contact expected e.g. to include industry specific vocabularies.
- (c) Contact Persons will need to load and configure BT supplied software on to Users' computers in order to use Data Process Analytics.

2.1.8 Customer Feedback Voice

- (a) BT will provide you with access to a survey application, via a web portal, that enables you to:
 - (i) survey Contact Persons after a call, via your interactive voice response system using a telephone keypad's touch tone and, depending on the type of interactive voice response used in your Contact Centre Routing System, verbatim feedback; and
 - (ii) design the survey questions and the question sequence for any Customer feedback ("**Customer Feedback Voice**").
- (b) You will ensure that your Contact Centre Routing System is configured to BT's specifications so that BT can access and interact with your Contact Centre Routing System and interactive voice response in order to provide Customer Feedback Voice.
- (c) If you are unable to configure the IPT to BT's specifications then BT does not guarantee that it will be able to provide Customer Feedback Voice as described in this Paragraph 2.1.8.

2.1.9 Customer Feedback Online

- (a) BT will provide you with access to an online survey application, via a web portal, that enables you to;
 - (i) invite Contact Persons to complete an online internet based survey; and
 - (ii) design the survey questions and the question sequence for any Contact Person feedback ("**Customer Feedback Online**").
- (b) BT will not manage the distribution of any surveys provided through Customer Feedback Online.

2.2 User Access

- 2.2.1 BT will provide you with access to a web portal to allow Administrators to create User profiles including granting and managing Users' access to the Optimise Contact Cloud Service ("**User Access**").
- 2.2.2 Users should only use their own user profile to access the Optimise Contact Cloud Service, via the web portal.

3 Service Options

BT will provide you, at additional Charge, with one or more of the following options as set out in any applicable Order ("**Service Options**"), in accordance with the details as set out in that Order:

3.1 Screen Recording

- 3.1.1 If you have chosen one or more of the Voice Recording, Quality Monitoring and/or Workforce Optimisation Standard Service Components, you may select Screen Recording.
- 3.1.2 if selected, BT will provide you with an application to record your Users' screen activity ("**Screen Recording**").
- 3.1.3 Charges for Screen Recording will be applied to all Users of Voice Recording, Quality Monitoring and Workforce Optimisation regardless of whether your Users actually use Screen Recording.
- 3.1.4 You must have a Dedicated Recorder in order to use Screen Recording.

3.2 Recording Encryption

- 3.2.1 If you have chosen one or more of the Voice Recording, Quality Monitoring and/or Workforce Optimisation Standard Service Components, you may elect to have Recording Encryption.
- 3.2.2 BT will encrypt recordings, both Voice Recordings and, where selected, Screen Recordings, on the recorders at the time of recording (where recording is done by the Optimise Contact Cloud Service) or when the recordings are imported into Optimise Contact Cloud ("**Recording Encryption**").
- 3.2.3 Recording Encryption will be applied to (and charged for) all registered Users of Voice Recording, Quality Monitoring and Workforce Optimisation regardless of whether their recordings need to be encrypted.

3.3 Custom Tagging of Recordings



- 3.3.1 If you have chosen one or more of the Voice Recording, Quality Monitoring and/or Workforce Optimisation Standard Service Components, you may elect to tag the recordings with additional data that could be used to search for the recording.
- 3.3.2 BT will tag the recordings, both voice recordings and, where selected, screen recordings, with the additional data that should be supplied via the connection to the associated IPT solution ("**Custom Tagging of Recordings**").
- 3.3.3 Custom Tagging of Recordings will be applied to (and charged for) all registered Users of Voice Recording, Quality Monitoring and Workforce Optimisation regardless of whether their recordings need to be tagged with the additional information.
- 3.4 **Recording Storage**
 - 3.4.1 You have the option to store any recordings made using the Optimise Contact Cloud Service either on the Optimise Contact Cloud platform or at a location you specify, with the recordings copied from the recorder to the specified storage location within 30 days of the recording being made ("**Recording Storage**").
 - 3.4.2 If recordings are to be stored on the Optimise Contact Cloud platform, BT will arrange for the recordings to be backed-up.
 - 3.4.3 If the recordings are stored at any other location, you will be responsible for arranging back-up and retrieval from back-up.
 - 3.4.4 If stored on the Optimise Contact Cloud platform, charges for Recording Storage will be based on the amount of storage (Gigabytes) used to store the recordings, which depends on:
 - (a) the number of calls and their duration;
 - (b) the storage compression mode used; and
 - (c) how long the recordings need to be stored.
 - 3.4.5 If recordings are to be stored at a location specified by you, you will need to order an Optimise Contact Cloud archive manager to manage the transfer the recordings from the recorder to the storage and arrange for a server to be provided and supported at the storage location.
- 3.5 **Shared or Dedicated Devices**
 - 3.5.1 By default, all Optimise Contact Cloud recordings will be undertaken using centrally located Shared Recorders.
 - 3.5.2 You may elect to have Dedicated Recorders that may be located either at your Site or at another location that BT confirms to you is acceptable.
 - 3.5.3 You will need to arrange for the provision of the servers for the dedicated equipment (as well as their in-life (hardware) monitoring, support and accommodation) in accordance with BT provided specifications.
 - 3.5.4 You may elect dedicated devices for:
 - (a) recorders and associated devices - any deployment should have either Shared Recorders or Dedicated recorders i.e. no deployment to have a combination of Shared Recorders and Dedicated Recorders;
 - (b) recording archive managers – used to copy recordings from the Recorders to storage on the Optimise Contact Cloud platform; and
 - (c) analytics servers – to convert and analyse recordings.
- 3.6 **Pause and Resume**

If you have chosen one or more of the Voice Recording, Quality Monitoring and/or Workforce Optimisation Standard Service Components, you may elect to have recordings paused and resumed which can be automatic (using an application event trigger, based on the position of the cursor on a User's screen) or manual (initiated by the User) ("**Pause and Resume**").
- 3.7 **Automated Quality Monitoring (AQM)**
 - 3.7.1 If you have chosen one or more of the Quality Monitoring and/or Workforce Optimisation Standard Service Components, you may elect to have Automated Quality Monitoring.
 - 3.7.2 With Automated Quality Monitoring:
 - (a) you can automate Quality Monitoring, from scoring evaluations to assigning coaching; and
 - (b) your teams have the option of autoscoring one or more questions on a limited basis or autoscoring all of your questions up to 100 percent of your recorded calls ("**Automated Quality Monitoring**").
- 3.8 **Performance Management**



- 3.8.1 If you choose one or more of the Quality Monitoring and/or Workforce Management and/or Workforce Optimisation Standard Service Components, you have the option to order the Performance Management service option that:
- (a) provides a summary of performance and a comparison to targets;
 - (b) allows you to graphically track your Users' and unit's performance; and
 - (c) allows you to graphically review your Users' and unit's performance ("**Performance Management**").
- 3.8.2 Charges for Performance Management will be applied to all Users of Quality Monitoring, Workforce Management and Workforce Optimisation regardless of whether your Users actually use the Performance Management application.
- 3.9 **Strategic Planner and Shift Bidding**
- 3.9.1 If you choose one or more of the Workforce Management and/or Workforce Optimisation Standard Service Components, you have the option to order the Shift Bidding and Strategic Planner service option.
- 3.9.2 Charges for this software will be applied to all Users of Workforce Management and Workforce Optimisation regardless of whether your Users actually use these services.
- 3.10 **SMS Service**
- 3.10.1 If you choose Customer Feedback Online, you have the option to:
- (a) offer Contact Person surveys by SMS; and
 - (b) invite your Contact Person, by SMS, to provide feedback ("**SMS Service**").
- 3.11 Subject to BT's confirmation, BT can provide you with additional training, consultancy and other professional services for your Users to use the Optimise Contact Cloud Service.
- 3.12 **Connection to BT or Third Party Applications**
- 3.12.1 You may request that BT connects the Optimise Contact Cloud Service to yours, BT's or a third party's systems, applications or other interfaces.
- 3.12.2 BT will undertake a technical and operational review of the request and will, in BT's absolute discretion, approve or reject any request.
- 3.12.3 If BT approves any request, you will ensure that all necessary consents and authorisations are in place and maintained with any relevant third party if BT needs to connect to any third party software or systems.
- 3.13 The Service Options listed above may not be available in all countries.

4 Service Management Boundary

- 4.1 BT will provide and manage the Optimise Contact Cloud Service in accordance with Part B of this Schedule and as set out in any applicable Order ("**Service Management Boundary**").
- 4.2 BT will have no responsibility for the proper operation of the Optimise Contact Cloud Service arising from incidents outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Optimise Contact Cloud Service will operate in combination with any Customer Equipment or other equipment and software.

5 Associated Services and Third Parties

- 5.1 You will have the following services in place that will connect to the Optimise Contact Cloud Service and are necessary for the Optimise Contact Cloud Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
- 5.1.1 MPLS WAN;
 - 5.1.2 VPN to enable BT to remotely access and manage the Optimise Contact Cloud Service;
 - 5.1.3 Sufficient and appropriate connectivity between any third party equipment and any Customer Equipment and the Optimise Contact Cloud Service;
 - 5.1.4 IPT; and
 - 5.1.5 where you are using the Optimise Contact Cloud Service in a contact centre environment, a Contact Centre Routing System;
- (each an "**Enabling Service**").
- 5.2 If BT provides you with any services in addition to the Optimise Contact Cloud Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.



- 5.3 If you are required by Applicable Law to purchase the Optimise Contact Cloud Service from a third party supplier, BT's permission will need to be obtained to supply service via the 3rd party and you will provide BT with a letter of agency to enable BT to manage the third party.
- 5.4 BT will not be liable for failure to or delay in supplying the Optimise Contact Cloud Service to a Site if:
- 5.4.1 any of your or any third party's software or applications are not compatible with the Optimise Service; and
 - 5.4.2 a licenced operator delays or refuses the supply of an Access Line to that Site and no alternative service is available at reasonable cost.

6 Specific Terms

6.1 Minimum Period of Service, Renewal Periods and Changes to the Contract

- 6.1.1 At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Optimise Contact Cloud Service in accordance with the Contract:
- (a) BT will continue to provide the Optimise Contact Cloud Service;
 - (b) standard Optimise Contact Cloud pricing will apply unless BT tells you otherwise; and
 - (c) both of us will continue to perform each of our obligations in accordance with the Contract.
- 6.1.2 If either of us gives Notice to the other of an intention to terminate the Optimise Contact Cloud Service, BT will cease delivering the Optimise Contact Cloud Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period or, if later, the specified date.
- 6.1.3 BT may propose changes to this Schedule or the Charges (or both) at any time by giving you 90 days' Notice ("**Notice to Amend**").
- 6.1.4 Within 21 days of any Notice to Amend, you will provide BT Notice:
- (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period (or any earlier date that both Parties agree to);
 - (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of the Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period (or any earlier date that both Parties agree to);
 - (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 6.1.5 If we have not reached agreement in accordance with Paragraph 6.1.4(b) by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 6.1.4(c) or BT may give Notice of termination, in which case BT will cease delivering the Optimise Contact Cloud Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

6.2 Access to Emergency Services

BT will not provide the ability for Users to call the emergency services by dialling "999" or "112" as part of this Service and you are responsible for making alternative arrangements for Users, including the maintenance of a fixed telephone number.

6.3 Licence

- 6.3.1 For so long as you subscribe to the Optimise Contact Cloud Service, BT gives you a non-exclusive, non-transferable and limited right to access, use and connect to the Optimise Contact Cloud Service in connection with your internal business purposes only.
- 6.3.2 With BT's prior agreement, you may install and use BT supplied software on your "stand-alone" computers or on a network file server insofar as it is essential to do so to properly use the Optimise Contact Cloud Service.
- 6.3.3 You will not resell or otherwise transfer the Optimise Contact Cloud Service, any Software or other licences granted under this Contract without BT's prior written consent.
- 6.3.4 Subject to Paragraph 6.3.2, you will not:
- (a) modify, copy or create derivative works based on the Optimise Contact Cloud Service or any documentation BT provides to you to assist with the configuration of your devices;
 - (b) disassemble, reverse engineer, or decompile any part (or all) of the Optimise Contact Cloud Service or access it to:
 - (i) build a competitive product or service;
 - (ii) build a product or service using similar ideas, features, functions or graphics;



- (iii) copy any ideas, features, functions or graphics;
- (iv) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Optimise Contact Cloud Service, or part thereof available to any third party, other than as contemplated by this Contract;
- (v) send spam or otherwise duplicative unsolicited messages in violation of Applicable Laws;
- (vi) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- (vii) interfere with or disrupt the integrity or performance of the Optimise Contact Cloud Service or the data contained in it; or
- (viii) attempt to gain unauthorised access to the Optimise Contact Cloud Service or its related systems or networks.

6.3.5 You will be responsible for:

- (a) all activities that take place through the use of User accounts;
- (b) the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer data; and
- (c) preventing unauthorised access to, or use of, the Optimise Contact Cloud Service, and notify BT promptly of any known unauthorised use.

6.4 Reserved Capacity

6.4.1 You will inform BT on or before the Service Start Date of the required Reserved Capacity for the first three months from the Service Start Date.

6.4.2 One month from the Service Start Date and every subsequent third month from this date, you will provide BT with a forecast of the Reserved Capacity.

6.4.3 You will provide BT with the following Notice in respect of any changes to previously notified Reserved Capacity:

- (a) no Notice required if the change is 30 per cent or less than previously notified Reserved Capacity;
- (b) one month's Notice in writing if any change is between 30 per cent and 50 per cent of previously notified Reserved Capacity; and
- (c) three months' Notice in writing if any change is more than 50 per cent of previously notified Reserved Capacity.

6.4.4 Provided you give BT the appropriate Notice in accordance with Paragraph 6.4.3, BT will adjust Reserved Capacity accordingly.

6.4.5 BT does not guarantee that BT will be able to accommodate any change to Reserved Capacity if you do not give BT the required Notice in accordance with Paragraph 6.4.3.

6.4.6 You will ensure that Reserved Capacity is in line with any Minimum Commitment.

6.5 Invoicing

6.5.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:

- (a) Installation Charges, on the Service Start Date, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date;
- (b) Recurring Charges and any Minimum Commitment Charges, except Usage Charges, monthly in advance, unless set out otherwise in any applicable Order, on the first day of the relevant month for the whole month or part thereof;
- (c) Usage Charges, monthly in arrears, calculated at the contractually agreed rate or, at the end of the contract period, at the then prevailing rates;
- (d) Professional Services Charges;
- (e) De-installation Charges within 60 days of de-installation of the Optimise Contact Cloud Service; and
- (f) any Termination Charges incurred in accordance with Paragraph 6.6 upon termination of the relevant Service.

6.5.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:

- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
- (b) Charges for commissioning the Optimise Contact Cloud Service in accordance with Paragraph 7.2 outside of UK Business Hours;
- (c) Charges for expediting provision of the Optimise Contact Cloud Service at your request after BT has informed you of the Customer Committed Date; and
- (d) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.



- 6.5.3 Where BT has agreed that the Optimise Contact Cloud Service may be included within one of BT's standard pricing packages or schemes, during the period that the Optimise Contact Cloud Service is included in the pricing package or scheme, the Charges specified in the Order may be amended by the terms of the pricing package or scheme and upon termination of the pricing package or scheme, the Charges will revert to those specified in the Order.
- 6.6 **Cancellation and Termination Charges at the end of the Contract**
- 6.6.1 **Termination Charges**
- If you terminate the Contract, the Optimise Contact Cloud Service or any applicable Order for convenience in accordance with Clause 17 of the General Terms you will pay BT:
- (a) all outstanding Charges for services rendered;
 - (b) De-installation Charges (to be notified at the time of de-installation);
 - (c) any additional amounts due under the Contract;
 - (d) any other Charges as set out in any applicable Order;
 - (e) any charges reasonably incurred by BT from a supplier as a result of the early termination; and
 - (f) any outstanding Minimum Commitment as set out in applicable Order.
- 6.6.2 In addition to the Charges set out at Paragraph 6.6.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT Termination Charges, as compensation, equal to:
- (a) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
 - (b) 70 per cent of the Recurring Charges for any remaining months, other than the first 12 months of the Minimum Period of Service, up to the third anniversary of the Service Start Date;
 - (c) 20 per cent of the Recurring Charges for all other remaining months of the Minimum Period of Service, other than the first 36 months of the Minimum Period of Service; and
 - (d) any waived Installation Charges.
- 6.6.3 BT will refund to you any money you have paid in advance after deducting any Charges or other payments due to BT under the Contract.
- 6.7 **Service Amendment**
- 6.7.1 You may request, by giving BT Notice, a change to:
- (a) an Order for the Optimise Contact Cloud Service (or part of an Order) at any time before the applicable Service Start Date; or
 - (b) the Optimise Contact Cloud Service at any time after the Service Start Date.
- 6.7.2 If you request a change in accordance with Paragraph 6.7.1, except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
- (a) the likely time required to deliver the changed Optimise Contact Cloud Service; and
 - (b) any changes to the Charges due to the changed Optimise Contact Cloud Service.
- 6.7.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 6.7.1, unless and until the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change are agreed between both of us in writing.
- 6.7.4 If BT changes a Optimise Contact Cloud Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.
- 6.8 **Amendments to the General Terms**
- 6.8.1 In addition to Clause 22 of the General Terms, the following will apply:
- (a) BT will not be liable for any financial or reputational damage, government or regulatory action and any other detrimental consequence that you suffer as a result of any criminal or civil proceedings, or BT's delivery or your use of the Optimise Contact Cloud Service.
 - (b) You are liable for and will fully indemnify, keep indemnified and hold harmless BT against all Claims, losses, costs and liabilities brought by any third parties (including your employees, workers or contractors) against BT arising out of BT's delivery or your use of the Optimise Contact Cloud Service.
- 6.8.2 In addition to Clause 26 of the General Terms, where you have engaged a third party outsource party ("**Customer Third Party Supplier**") and require such Customer Third Party Supplier to exercise the rights which are granted to you under this Contract, then such Customer Third Party Supplier shall be entitled to use the Service on behalf of you provided that:
- (a) any third party enters into a written agreement with you that the third party will comply with all obligations in this Contract that are your responsibility; and
 - (b) you provide BT with evidence that the contract in paragraph 6.8.2(a) has been entered into.



- 6.8.3 Clause 12.3 of the General Terms shall be amended so that you will be able to make a reasonable number of copies of the Optimise Contact Software that BT supplies to you to use the Optimise Contact Cloud Service provided that BT gives you consent to do so and you agree to use the Software for installation, testing, back-up and archival purposes only.



Part B – Service Delivery and Management

7 BT's Obligations

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Optimise Contact Cloud Service, BT:

- 7.1.1 will provide you with contact details for the BT Service Desk;
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract; and
- 7.1.3 will provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date.

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 create a logical environment on the Optimise Contact Cloud Service and enable the required Standard Service Components and selected Service Options for you to use;
- 7.2.2 conduct a series of standard tests on the Optimise Contact Cloud Service to ensure that the Optimise Contact cloud environment is set-up correctly;
- 7.2.3 enable connectivity between the Optimise Contact Cloud Service and each Enabling Service;
- 7.2.4 provide user names and passwords for your nominated Administrator;
- 7.2.5 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you the Service Start Date; and
- 7.2.6 confirm to you that the Optimise Contact Cloud Service is available for performance of any Acceptance Tests in accordance with Paragraph 8.2.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if you report an Incident on the BT Optimise Contact Cloud Service;
- 7.3.2 will maintain a web portal to provide you with online access to the Optimise Contact Cloud Service and to performance reports;
- 7.3.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform you:
 - (a) at least 20 calendar Days' notice before any Planned Maintenance on the BT Optimise Contact Cloud platform, for minor changes e.g. service releases however, BT may inform you with less notice than normal where Maintenance is required in an emergency; or
 - (b) at least 90 calendar days' notice for major upgrades (e.g. version upgrades) that require you to also make changes to the software required to use the Optimise Contact Cloud Service.
- 7.3.4 may, in the event of a security breach affecting the Optimise Contact Cloud Service, require you to change any or all of your passwords.

7.4 The End of the Service

On termination of the Optimise Contact Cloud Service by either of us, BT:

- 7.4.1 may provide, on reasonable request, configuration information, recordings or other recorded information relating to your use of the Optimise Contact Cloud Service in a format that is reasonably agreed between BT and you subject to relevant costs;
- 7.4.2 may disconnect any Customer Equipment that is connected to the Optimise Contact Cloud Service;
- 7.4.3 remove any software that BT has installed on your equipment; and
- 7.4.4 may delete any Content.

8 Your Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Optimise Contact Cloud Service, you will:

- 8.1.1 provide BT with the names and contact details of the Customer Contact, albeit BT may also accept instructions from a person who BT reasonably believes is acting with your authority;



- 8.1.2 provide BT with any information reasonably required without undue delay;
 - 8.1.3 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Optimise Contact Cloud Service;
 - 8.1.4 complete any preparation activities that BT may request to enable you to receive the Optimise Contact Cloud Service promptly and in accordance with any reasonable timescales;
 - 8.1.5 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
 - 8.1.6 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform your Users that as part of the Optimise Contact Cloud Service being delivered by BT, BT may record the User's calls and activities, monitor and hold data relating to the User and provide you with reports derived from the data being held;
 - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
 - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 8.1.6, and that you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 8.1.6.
 - 8.1.7 ensure that the LAN protocols and applications you use are compatible with the Optimise Contact Cloud Service;
 - 8.1.8 ensure that you and your Users, including any Administrators and Supervisors, have undertaken all necessary training that BT provides to you, prior to using the Optimise Contact Cloud Service;
 - 8.1.9 tailor applications as part of Optimise Contact Cloud Service roll-out to meet your individual requirements including (but not limited to) set-up and configuration of Users, work patterns, evaluation forms, scorecards and other customising of the application to meet your individual requirements;
 - 8.1.10 ensure that all Users have been correctly set-up and configured to use the Optimise Contact Cloud Service; and
 - 8.1.11 take steps to ensure that recordings do not contain any PCI DSS or other sensitive data.
- 8.2 **Acceptance Tests**
- 8.2.1 You will carry out the Acceptance Tests for the Optimise Contact Cloud Service within five Business Days after receiving Notice from BT in accordance with Paragraph 7.2.5 ("**Acceptance Test Period**").
 - 8.2.2 The Optimise Contact Cloud Service is accepted by you if you confirm acceptance in writing during the Acceptance Test Period or is treated as being accepted by you if you do not provide BT with Notice to the contrary by the end of the Acceptance Test Period.
 - 8.2.3 Subject to Paragraph 8.2.4, the Service Start Date will be the earlier of the following:
 - (a) the date that you confirm acceptance of the Optimise Contact Cloud Service in writing in accordance with Paragraph 8.2.2;
 - (b) the date of the first day following the Acceptance Test Period; or
 - (c) you start using the Optimise Contact Cloud Service.
 - 8.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.
- 8.3 **During Operation**
- On and from the Service Start Date, you will:
- 8.3.1 ensure that your Users, including any Administrators and Supervisors, are trained to use the Optimise Contact Cloud Service and will comply with the instructions and guidance provided by BT concerning the use of the Optimise Contact Cloud Service;
 - 8.3.2 ensure that Users report Incidents to the Customer Contact and not to the BT Service Desk;
 - 8.3.3 ensure that the Customer Contact will take Incident reports from Users and pass these to the BT Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
 - 8.3.4 monitor and maintain any Customer Equipment connected to the Optimise Contact Cloud Service or used in connection with the Optimise Contact Cloud Service;
 - 8.3.5 ensure that any Customer Equipment that is connected to the Optimise Contact Cloud Service or that you use, directly or indirectly, in relation to the Optimise Contact Cloud Service is:



- (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Optimise Contact Cloud Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 8.3.6 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.3.7 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Optimise Contact Cloud Service;
- 8.3.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Optimise Contact Cloud Service and:
- (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (c) take all reasonable steps to prevent unauthorised access to the Optimise Contact Cloud Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the Optimise Contact Cloud Service if BT requests you to do so in order to ensure the security or integrity of the Optimise Contact Cloud Service.
- 8.3.9 ensure that recordings do not contain any PCI DSS or other sensitive data;
- 8.3.10 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 8.3.11 undertake the day to day management of the application to meet your changing and evolving requirements including (but not limited to) set-up and configuration of Users, work patterns, evaluation forms, scorecards and other customising of the application to meet your individual requirements;
- 8.3.12 inform BT of the local legal and regulatory requirements that you must comply with in order to use the Optimise Contact Cloud Service and also how you will comply with any such requirements. You agree that BT will not be liable for any failure by you to comply with this Paragraph 8.3.12 and you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 8.3.12.
- 8.3.13 in jurisdictions where you are legally required to make a disclosure to those affected by your use of the Optimise Contact Cloud Service, you will:
- (a) inform them of the use of the services affecting them and how it affects them;
 - (b) ensure that they have consented or are deemed to have consented to such use of the service (if such consent is legally required);
 - (c) if any User, Contact Person or other individual has not consented to being recorded, monitored or their data being held (if such consent is legally required), you need to take appropriate action to avoid that person being recorded or monitored or any data relating to that person being held; and
 - (d) agree that BT will not be liable for any failure by you to comply with this Paragraph 8.3.13 and you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 8.3.13.
- 8.4 The End of the Service**
- On termination of the Optimise Contact Cloud Service by either of us, you will:
- 8.4.1 cease and desist all use of the Service and all associated Software;
 - 8.4.2 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
 - 8.4.3 disconnect any Customer Equipment from BT Equipment located at the Site(s);
 - 8.4.4 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
 - 8.4.5 support BT in the deletion of all Software and any related Intellectual Property and confirm the deletion in writing to BT;
 - 8.4.6 arrange for any BT Equipment located at the Site(s) to be returned to BT;
 - 8.4.7 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment; and



- 8.4.8 inform BT, within seven days of the termination or expiry of the Optimise Contact Cloud Service, that you wish BT provide you with copies of all your recordings and your other data stored by BT as part of the Optimise Contact Cloud Service or that you wish BT to retain the recordings for a longer period, as agreed between the parties. If you do not inform BT within this time period, your recordings and your other data shall be deleted.
- 8.4.9 You may incur Chagres for BT providing the service described in Paragraph 8.4.8.

9 Notification of Incidents

Where you become aware of an Incident:

- 9.1 the Customer Contact will report it to the BT Service Desk;
- 9.2 BT will give you a Ticket;
- 9.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
- 9.3.1 you confirm that the Incident is cleared or within 24 hours after you are informed the incident has been cleared; or
- 9.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 9.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.



Part C – Service Levels

There are no service levels provided as part of the Optimise Contact Cloud Service.



Part D – Defined Terms

10 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

"Acceptance Test Period" has the meaning given in Paragraph 8.2.1.

"Acceptance Tests" means those objective tests conducted by you that when passed confirm that you accept the Optimise Contact Cloud Service and that the Optimise Contact Cloud Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraphs 7.3.1.

"Access Line" means a Circuit connecting the Site(s) to the BT Network.

"Administrator" means Users nominated by you to configure the Optimise Contact Cloud Service to meet your particular requirements.

"Automated Quality Monitoring" has the meaning given to it in Paragraph 3.7.

"BT Price List" means the document containing a list of BT's charges and terms that may be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

"Business Hours" means between the hours of 0800 and 1700 in a Business Day (Business Day being a Business Day in the country where the Optimise Contact Cloud Service is being delivered).

"Circuit" means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Optimise Contact Cloud Service.

"Contact" means the interaction between the Contact Person and the Customer's representative which can be by phone (Call), email, web chat or other supported media.

"Contact Person" means the person you are communicating with, be it by voice, video, email, webchat, social media etc., irrespective of whether the communication is inbound or outbound.

"Contact Centre Routing System" means the solution you use to route incoming Contacts to your contact centre Users.

"Content" means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

"Custom Tagging of Recordings" has the meaning given to it in Paragraph 3.3.

"Customer Committed Date" means the date provided by BT on which delivery of the Optimise Contact Cloud Service (or each part of the Optimise Contact Cloud Service, including to each Site) is due to start.

"Customer Contact" means any individuals authorised to act on your behalf for Optimise Contact Cloud Service management matters.

"Customer Equipment" means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Optimise Contact Cloud Service.

"Customer Feedback Online" has the meaning given to it in Paragraph 2.1.9.

"Customer Feedback Voice" has the meaning given to it in Paragraph 2.1.8.

"Data Process Analytics" has the meaning given to it in Paragraph 2.1.7.

"Dedicated Devices" means a device which can be located at either a Site or a BT data centre location that the Optimise Contact Cloud Service uses to provide Service solely for you (as described in Paragraph 3.5).

"Dedicated Recorder" means a BT owned and managed recorder dedicated to recording Content as part of the Optimise Contact Cloud Service which may be located either centrally or at your Site.

"De-installation Charges" means the charges payable by you on de-installation of the Optimise Contact Cloud Service that are equal to the then current rates for Installation Charges on the date of de-installation.

"Desktop Process Analytics" means the Standard Service Component as described in Paragraph 2.1.7.

"Enabling Service" has the meaning given in Paragraph 5.1.

"General Terms" means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at www.bt.com/terms, and form part of the Contract.

"Incident" means an unplanned interruption to, or a reduction in the quality of, the Optimise Contact Cloud Service or particular element of the Optimise Contact Cloud Service.

"Installation Charges" means those Charges set out in any applicable Order in relation to set-up of the Optimise Contact Cloud Service or any Purchased Equipment, Customer Equipment or BT Equipment as applicable but excludes configuring Users Optimise Contact Cloud Service.

"Local Area Network" or **"LAN"** means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

"Minimum Commitment" means the Charges for a minimum number of Users who will be billed for using the Optimise Contact Cloud Service as agreed between you and BT and as set out in any applicable Order.



- “Minimum Period of Service”** means from the Service Start Date, the period of time set out in any applicable Order.
- “Monthly Recurring Charges”** means the monthly fixed Recurring Charges for the applicable Optimise Contact Cloud Service's Standard Service Components and Service Options and together with the Usage Charges for the previous month.
- “Notice to Amend”** has the meaning given in Paragraph 6.1.3.
- “Optimise Contact Cloud Service”** has the meaning given in Paragraph 1.
- “Pause and Resume”** has the meaning given to it in Paragraph 3.6.
- “Performance Management”** has the meaning given to it in Paragraph 3.8.
- “Planned Maintenance”** means any Maintenance BT has planned to do in advance.
- “Professional Services”** means those services provided by BT which are labour related services, cost generally excludes any travel and accommodation costs, which will be charged separately.
- “Quality Monitoring”** is a Standard Service Component as described in Paragraph 2.1.2.
- “Recording Encryption”** means the Service Option described in Paragraph 3.2.
- “Recording Storage”** means the Service Option described in Paragraph 3.4.
- “Recurring Charges”** means the Charges for the Optimise Contact Cloud Service or applicable part of the Optimise Contact Cloud Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.
- “Renewal Period”** means for each Optimise Contact Cloud Service, the initial 12 month period following the Term, and each subsequent 12 month period unless set out otherwise in any applicable Order.
- “Reserved Capacity”** means the number of Users who you advise will be using the Optimise Contact Cloud Service and for whom capacity is reserved for their use.
- “Screen Recording”** means the Service Option described in Paragraph 3.1.
- “BT Service Desk”** means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Optimise Contact Cloud Service.
- “Service Management Boundary”** has the meaning given in Paragraph 4.1.
- “Service Options”** has the meaning given in Paragraph 3.
- “Site”** means a location at which the Optimise Contact Cloud Service is accessed and used from.
- “Shared Recorder”** means a BT owned and managed, centrally located recorder used to record Contact Persons' Content as part of the Optimise Contact Cloud Service.
- “SMS Service”** has the meaning given to it in Paragraph 3.10.
- “Speech Analytics”** means the Standard Service Component as described in Paragraph 2.1.5.
- “Standard Service Components”** has the meaning given in Paragraph 2.
- “Strategic Planner and Shift Bidding”** has the meaning given to it in Paragraph 3.9.
- “Supervisors”** means Users that you have been nominated to have supervisory rights or access to the Optimise Contact Cloud Service.
- “Term”** means the period of time, as set out in any applicable Order, that BT will provide you with the Optimise Contact Cloud Service and includes any Minimum Period of Service.
- “Text Analytics”** means the Standard Service Component as described in Paragraph 2.1.6.
- “Ticket”** means the unique reference number provided by BT for an Incident and that may also be known as a **“fault reference number”**.
- “Usage Charges”** means the Charges for the Optimise Contact Cloud Service or applicable part of the Optimise Contact Cloud Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Optimise Contact Cloud Service, or the number of minutes the Optimise Contact Cloud Service was used for) with the relevant fee as set out in any applicable Order.
- “User Access”** has the meaning given to it in Paragraph 2.2.
- “Voice Recording”** means the Standard Service Component as described in Paragraph 2.1.1.
- “Workforce Management”** means the Standard Service Component as described in Paragraph 2.1.3.
- “Workforce Optimisation”** means the Standard Service Component as described in Paragraph 2.1.4.